

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE THOTTATHIL B.RADHAKRISHNAN

TUESDAY, THE 13TH MARCH 2007 / 22ND PHALGUNA 1928

WP(C).No. 33859 of 2006(E)

PETITIONER:

**K.S. NASAR, S/O.SIDDIQUE,
AGED 42 YEARS, PROPRIETOR, NEW INDIA BORE WELLS,
KULAYETTIKKARA P.O., ERNAKULAM.**

BY ADV. SRI.P.A.ABDUL JABBAR

RESPONDENTS:

- 1. GREATER COCHIN DEVELOPMENT AUTHORITY,
KOCHI-682 020 REPRESENTED BY ITS
SECRETARY.**
- 2. THE SECRETARY, GREATER COCHIN
DEVELOPMENT AUTHORITY, KOCHI-682 020.**

**BY ADV. SRI.P.R.RAMACHANDRA MENON, SC,GCDA
SRI.MILLU DANDAPANI, SC for R1 & R2**

**THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD
ON 13/03/2007, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:**

APPENDIX

PETITIONER'S EXHIBITS:

EXT.P1: PROCEEDINGS DTD. 26/04/2006 OF THE 2ND RESPONDENT.

**EXT.P2: COPY OF THE RECEIPT ISSUED BY THE 2ND RESPONDENT
TO THE PETITIONER.**

**EXT.P3: COPY OF NOTICE ISSUED BY THE 2ND RESPONDENT TO THE
PETITIONER.**

2ND RESPONDENT'S EXHIBITS:

**EXT.R2(1): COPY OF JUDGMENT OF THIS HONOURABLE COURT DTD.
14/07/2006 RENDERED IN WP(C) NO.17775/2006.**

**EXT.R2(2): COPY OF LETTER DTD. 15/09/2006 OF THE 1ST RESPONDENT
ADDRESSED TO THE SECRETARY, LOCAL ADMINISTRATION.**

/TRUE COPY/

KSS

THOTTATHIL B. RADHAKRISHNAN, J.

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WP(C).No.33859 OF 2006-E

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Dated this the 13th day of March, 2007.

JUDGMENT

Ext.P1 is an allotment order of a shop room in the Jawaharlal Nehru International Stadium complex at Kaloor. That premises belongs to the GCDA which is a public body. While dealing with public contracts, not only to ensure transparency, but also to attain the maximum financial benefit in favour of the public body, it is abundantly necessary that such allotments are made only on the basis of the competitive tenders. This is essentially what is stated in Ext.R2 judgment, with which I am in complete agreement. The same is also supported by the decision of the Division Bench of this Court in **Wahid v. State of Kerala [2002 (1) KLT 474]**.

2. The petitioner, on the basis of Ext.P1 allotment, is shown to have made remittances. However, he admitted

that no lease agreement has been executed as enjoined in Ext.P1. Though it is the case of the petitioner that he has been scouting the Office of the GCDA to have the lease agreement executed, there is no material on record to show that at any time before the receipt of Ext.P3, he had moved any competent authority complaining about the GCDA refusing to enter into the lease agreement on payment of Ext.P2 amounts. Under such circumstances, I do not find any ground to interfere with the impugned action of the GCDA.

3. In the result, while rejecting the contention of the petitioner, it is directed that the GCDA will return the amount covered by Ext.P2 with interest at 6% per annum from the date of Ext.P2 till date of payment. Such payment shall be made within one month from the date of receipt of a copy of this judgment.

The writ petition is disposed of in the above terms.

Sha/-

**THOTTATHIL B. RADHAKRISHNAN,
JUDGE.**